

WARREN COUNTY BOARD OF SUPERVISORS

COMMITTEE: REAL PROPERTY TAX SERVICES (LAST CHANCE MEETING)

DATE: AUGUST 10, 2015

COMMITTEE MEMBERS PRESENT: OTHERS PRESENT:

SUPERVISORS MONROE
DICKINSON
MCDEVITT
MERLINO
BEATY

LEXIE DELUREY, DIRECTOR OF REAL PROPERTY TAX SERVICES
KEVIN B. GERAGHTY, CHAIRMAN OF THE BOARD
MARTIN AUFFREDOU, COUNTY ATTORNEY
SARAH MCLENITHAN, DEPUTY CLERK OF THE BOARD
FRANK E. THOMAS, BUDGET OFFICER
MIKE SWAN, COUNTY TREASURER
KRISTEN MACEWAN, DEPUTY DIRECTOR OF REAL PROPERTY TAX SERVICES
SHERRY VAILLENCOURT, TEMPORARY LEGAL ASSISTANT
SAMANTHA HOGAN, SECRETARY TO THE CLERK OF THE BOARD
PLEASE SEE ATTACHED SIGN-IN SHEET FOR ALL OTHERS PRESENT

Mr. Monroe called the meeting of the Real Property Tax Services Committee to order at 9:03 a.m., and he welcomed everyone in attendance. He informed this was the Last Chance Meeting of the Real Property Tax Services Committee, the purpose of which was to offer one last opportunity for those with delinquent taxes to pay restitutions. He introduced the individuals involved in the process as follows:

- ◆ Dennis Dickinson, Member of the Real Property Tax Services Committee;
- ◆ Doug Beaty, Member of the Real Property Tax Services Committee;
- ◆ Peter McDevitt, , Member of the Real Property Tax Services Committee;
- ◆ Frank Thomas, Warren County Budget Officer;
- ◆ Kevin Geraghty, Chairman of the Warren County Board of Supervisors;
- ◆ Lexie Delurey, Director of Real Property Tax Services;
- ◆ Martin Auffredou, County Attorney; and
- ◆ Mike Swan, County Treasurer

Ms. Delurey requested that anyone who made arrangements today stop and see Mr. Swan before leaving so that he could provide them with a document indicating that the Committee had approved the acceptance of their payment and had authorized the County Treasurer's Office to accept payment and/or initiate an installment agreement.

During the meeting the following arrangements were made:

NAME	TOWN	PARCEL No.	Arrangements Made
Andrew Knoll	Thurman	194.-1-26	\$4,072.06 to accept 25% down payment required to enter into installment agreement by 08/31/2015
Romaster, Inc./Robert Mastrantoni	Village of Lake George	251.18-3-49	\$8,132.35 to accept 25% down payment required to enter into installment agreement on 8/10/2015
Richard & Linda Sehlmeier	Lake Luzerne	286.-1-7	\$5,580.58 to accept payment in full on all delinquent taxes on 8/10/2015
Cherie Holcomb	Thurman	221.-2-15	\$1,380.15 to accept payment of remaining balance of the installment agreement by 8/31/2015

Thomas Gallagher	Stony Creek	260.-1-17	\$10,639.67 to accept payment to bring installment agreement current by 08/31/2015
Adam & Linda Griswald	Thurman	180.-1-15.2	\$1,633.85 to accept payment to bring installment agreement current by 08/31/2015
Paul Unger	Thurman	196.-1-37	\$1,474.43 to accept payment in full of all delinquent taxes by 08/31/2015 or 25% down payment of \$368.61 to enter into installment agreement
Janet & Randy Duell	Horicon	106.-1-67.12	\$3,421.09 to accept payment of remaining balance of installment agreement by 08/31/2015 and in the event they cant make payment they are to notify Mr. Auffredou and Ms. Delurey
Rene Walker	Thurman	167.3-1-31.12	\$1,132.02 to accept payment to bring installment agreement current by 08/31/2015 and in the event payment cant be made they are notify Mr. Auffredou and Ms. Delurey
John Fazio	Queensbury	296.13-1-59 296.13-1-60 296.13-1-61 296.13-1-62 100.1-1-66	\$61,088.34 to accept payment to bring installment agreement current by 08/31/2015
Suzanne Barnes	Queensbury	302.18-2-24	\$12,215.34 to accept payment in full of all delinquent taxes by 08/31/2015 and in the event reverse mortgage is not closed by this date to stay in contact with Mr. Auffredou and Ms. Delurey to keep them apprised of the process
Kody Kinnarney	Bolton	139.00-1-74 170.00-1-17	\$1,626.31 to accept payment in full of all delinquent taxes on both parcels on 08/10/2015
William Doner II	Queensbury	308.6-1-50	\$1,133.44 to accept payment in full of all delinquent taxes on 08/10/2015
Everest Enterprises, LLC	Queensbury	296.17-1-47	\$31,777.15 accept payment to bring installment agreement current on 08/10/2015
Philip Baroudi (Rebecca Mulvey)	Warrensburg Johnsburg Johnsburg Johnsburg	211.9-1-41 66.10-1-69.2 66.10-1-83 66.10-2-38.2	Pay \$24,218.54 on Parcel No. 211.9-1-41 payment in full of delinquent taxes by 08/10/2015 and pay 25% down to enter installment agreement on all other proeprties by 08/31/2015
Thomas Wear (Susan Stranahan POA)	Queensbury	278.-1-60	\$9,532.91 to accept payment in full of all delinquent taxes due from Mr. Wear or the current owner of the parcel on or before 08/31/2015
James Roberts	Stony Creek	258.-1-49	\$667.92 to accept 25% down payment to enter into an installment agreement by 08/10/2015
Sheila Edwards	Village of Lake George	251.18-4-62	\$6,247.40 to accept payment to bring installment agreement with an additional 1% interest fee due by 09/08/2015

Carla Ross	Chester	122.-1-36	\$1,194.31 to accept payment to bring installment agreement current with an additional 1% interest fee due by 09/10/2015
William S. Cason	Thurman	196.-1-31	\$2,259.44 to accept payment to bring installment agreement current plus the next payment that is due at end of September by 08/31/2015 with the understanding that Mr. Cason will be unable to pay by that date but will contact Mr. Auffredou and Ms. Delurey to indicate when he will be able to pay by 09/30/2015
Ramon Sheppard	Bolton	184.02-2-8	\$35,350.62 to accept payment to bring installment agreement current by 08/31/2015 with the understanding that he would be unable to make the payment by then but would stay in touch with Mr. Auffredou and Ms. Delurey to inform when he could make the payment
Federal Home Loan Mortgage Corp. (Gudikunst)	Chester	19.-1-14	\$292.40 to accept payment in full on all delinquent taxes by 08/10/2015
Thomas E. Havens (deceased)	Warrensburg	223.-1-4	\$644.52 to accept payment in full on delinquent taxes from Mary Kerrisk by 08/31/2015
Margaret Kesy	Stony Creek	246.19-1-23	\$6,222.28 to accept payment to pay off installment agreement in full by 08/31/2015 with understanding that the payment will be made on 09/08/2015
Thomas Bolen	Queensbury Queensbury	296.19-1-25 296.19-1-26	\$16,969.26 to accept payment in full on delinquent taxes for both parcels by 08/31/2015
Robert Brooks/Michael Brooks/James Brooks	Chester	19.4-1-4	\$44,724.56 to accept payment in full on delinquent taxes for both parcels by 08/31/2015
Robert Merchant	Thurman	234.-1-8.111	\$1,648.73 to accept down payment to enter into installment agreement or pay in full by 08/31/2015
Greg Colombe	Queensbury	309.6-1-20.1	\$8,014.19 to accept payment to pay off installment agreement in full by 08/31/2015
Christopher & Elizabeth Lanfear	Queensbury Queensbury	253.-1-23 235.-1-24	\$5,302.42 to accept down payment to enter into an installment agreement or \$11,963.89 as payment in full of all delinquent taxes if the property was sold by 08/31/2015

In reference to Town of Horicon Tax Map Parcel No. 106.-1-67.12, Janet Duell, property owner, indicated that she thought the taxes were paid off when her brother in-laws property was sold last year. She said she was unaware the taxes had not been paid until she received a notice from the Real Property Tax Services Office. She requested a payment plan on the balance due.

Ms. Delurey informed they would not be eligible to enter into an installment agreement until the balance of the current installment agreement (\$3,421.09) was paid. Ms. Duell asked why the County hadn't provided notification about the outstanding installment balance due after the parcel was sold

and she advised they were under the impression their lawyer had handled this for them. Ms. Delurey remarked that this was an issue Ms. Duell would have to discuss with her lawyer. She explained the County did not notify property owners when their installment agreements were paid in full; however, she pointed out, they had mailed Ms. Duell a petition in the spring regarding the past due amount. Ms. Duell remarked this was the first notification she received advising the taxes had not been paid. Ms. Delurey pointed out someone would have to have signed an agreement to enter into an installment plan which would have set up a schedule to make quarterly payments. Ms. Delurey continued, it would not be the position of the County to notify them when it was paid off or when it went into default until the legal foreclosure process commenced. Ms. Duell asked when she had to come up with the final payment of \$3,421.09 and Mr. Monroe replied the Committee had been granting extensions to August 31st. Ms. Duell said she would make her best effort to pay by that deadline.

Mr. Dickinson asked whether there were any other options available for Ms. Duell and Mr. Swan explained that the payment plan was for a two-year period. He continued, as dictated by the law, individuals were not eligible to enter into another installment agreement for three years after they had signed an agreement to enter into the first one.

Mr. McDevitt queried whether there was any flexibility to provide the Duell's with other options. Mr. Auffredou apprised he believed the key to the success in cases such as this were for the property owners to remain in contact with the County. He provided Ms. Duell with his contact information so that in the event she could not make the payment by August 31st she could contact him to see if other arrangements could be made.

Motion was made by Mr. Dickinson, seconded by Mr. McDevitt and carried unanimously to extend the due date until August 31, 2015 for the aforementioned parcel to accept payment in the amount \$3,421.09 to pay off the installment agreement with the understanding that Ms. Duell would notify the County Attorney if she was unable to make payment by then.

Renee Walker, owner of Town of Thurman Tax Map Parcel No. 167.3-1-31.12, advised she had defaulted on her installment agreement due to a number of unfortunate circumstances. She informed she had a notice from her lawyer stating that she was awaiting a hearing date to be set on her application for disability. She apprised she had a \$650 down payment with her today to put towards the balance of \$1,132.02 to bring her installment agreement current if that was acceptable.

Ms. Delurey pointed out the County Treasurer's Office was unable to accept partial payments at this time. Mr. Auffredou explained they typically did not accept partial payments because it caused a situation where those funds would need to be placed in an escrow account which complicated the process; however, he noted, that did not mean they could not attempt to work with Ms. Walker.

Mr. Monroe suggested they authorize an extension until August 31st and should circumstances arise wherein Ms. Walker was unable to come up with the total amount due she should notify the County so they could determine whether other options were available to ensure she did not lose the property.

Motion was made by Mr. Dickinson, seconded by Mr. McDevitt and carried unanimously to extend the due date until August 31, 2015 for the aforementioned parcel and to accept payment in the amount of \$1,132.02 to bring the installment agreement current with the understanding that Ms. Duell would notify the County Attorney if she was unable to make payment by then.

In regards to Town of Queensbury Tax Map Parcel No. 302.18-2-24, Ms. Delurey apprised she had been in touch with Suzanne Barnes, property owner, as well as Tom Clements, ESQ., who had been approved by the Office for the Aging to act on Ms. Barnes behalf. She explained Ms. Barnes was in the process of obtaining a reverse mortgage on the property so that she could pay off the total amount of delinquent taxes due on the property (\$12,215.34), as well as setting funds aside in a line of credit to pay the taxes due on the parcel going forward.

Mr. Monroe asked whether Ms. Delurey had any paperwork on the reverse mortgage and Ms. Delurey replied in the negative. She said she had a copies of emails from Mr. Clements indicating they were in the process of getting the reverse mortgage on the property. Ms. Delurey noted there were no other liens on the property according to the abstract.

Mr. Monroe suggested they authorize an extension to August 31st on the property with the understanding that if the reverse mortgage did not close by the deadline Ms. Barnes would stay in touch with Ms. Delurey to keep her apprised of the process. Ms. Delurey interjected that the mortgage company had estimated the closing would take place in about 2 months.

Mr. Auffredou recommended they authorize the extension until August 31st with the understanding that Ms. Barnes would keep the County apprised of the status of the reverse mortgage process and the parcel would be removed from the foreclosure process should the circumstances present themselves.

Mr. Beaty requested assurance that Ms. Barnes would not lose her property in the tax foreclosure auction, as she was making every effort to pay the full amount due on the parcel. He said he was concerned the timing would be off and Ms. Barnes would lose her home. Mr. Auffredou interjected that they would not let that happen in this case; however, he stated, under the law they had certain restrictions and obligations they had to fulfill. He remarked over the next few months he would be working closely with Mr. Swan and Ms. Delurey on all of the properties offered extensions and they would be as understanding and flexible as they could.

Motion was made by Mr. Dickinson, seconded by Mr. Beaty and carried unanimously to extend the due date until August 31, 2015 for the aforementioned parcel and to accept payment in full of \$12,215.34 with the understanding that Ms. Barnes was in the process of obtaining a reverse mortgage on the parcel which may not close by the deadline so Ms. Barnes would keep the County apprised of the status to ensure her property was not foreclosed upon.

In regards to Town of Queensbury Tax Map Parcel No. 278.-1-60, Skip Stranahan, Town of Queensbury Resident, advised that Thomas Wear did not own the property. He stated they had retained Michael Stafford, ESQ. as their legal counsel to represent them in this matter and provide proof that he was the rightful owner of the aforementioned property.

Ms. Delurey apprised there was a deed filed in the Warren County Clerk's Office to Thomas Wear from Susan and Skip Stranahan. She stated Mr. Stranahan had indicated to her that their attorney had drafted the deed in Mr. Wear's name upon their behalf; however, she noted, the Stranahan's had always lived in the residence and the brother did not, as it was their home. She pointed out all notifications were sent to Mr. Wear because he was the owner of record in the County. She reported Mr. Stranahan had notified her that he had retained the legal services of Mr. Stafford to draft a current deed but nothing had been recorded as of yet to change deeded ownership from Mr. Wear's name and into Mr. Stranahan's and she asked whether Mr. Stafford was currently working on getting the deed recorded in the Warren County Clerk's Office. Mr. Stranahan stated that due to a

misunderstanding regarding the time of the meeting he had been unable to make it to Mr. Stafford's Office this morning, as he did not want to take a chance on losing the property. He reported the property had never belonged to Thomas Wear, as it had been in his possession for 36 years and this misunderstanding was due to a recording error. He noted that the deed also stated there was no compensation for the deed and they had a statement from Mr. Wear to that effect, as well. He commented that they were honest people that had paid the County \$130,000 in the last two years. He continued, he loved doing his civic duty and his County; therefore; he requested an extension of a few days in order for Mr. Stafford to handle the matter for them. He reiterated he had been unable to make it to Mr. Stafford's office this morning to drop off the paper work from Mr. Wear because he wanted to attend the meeting.

Mr. Monroe questioned whether the deed would be recorded back in the Stranahan's name from Mr. Wear and Mr. Stranahan replied that everything was being taken care of by Mr. Stafford. He gave his word that the matter was being handled appropriately. Mr. Monroe queried whether Mr. Stranahan would be paying the full amount due or a down payment to enter into an installment agreement. Mr. Stranahan stated he would be paying in full all delinquent taxes due on the parcel. He mentioned he had tried to pay \$7,000 on the property but was told he was not authorized to do so. He remarked he did not think he should be penalized for being late for something he was never billed for. He informed that the New York State Attorney General indicted that he could not be penalized for this.

Mr. Monroe reported that Committee consensus was required to accept the payment in full on the property. Ms. Delurey interjected that the payment in full could be accepted with the stipulation that the deed was actually recorded into the Stranahan's name otherwise Mr. Stranahan would not be eligible to make the payment on Mr. Wear's behalf. Mr. Monroe apprised he believed they had accepted payments from individuals who were not the owner of parcels in previous years. Mr. Swan stated the issue was that Mr. Stranahan only had \$7,000 and the total outstanding taxed due was over \$9,000. He pointed out they were not eligible for an installment agreement because according to County records they were not the titled owner of the property. Mr. Monroe asked whether payments in full could be accepted from others who were not on the deed to which Mr. Auffredou replied in the negative.

Mr. Auffredou apprised in 1979 there was a deed from Merwin and Susan Stranahan to Thomas Wear recorded in the Warren County Clerk's Office with a notation on the side that stated "for \$1 lawful money in the United States and other good and valuable consideration". He continued, there was an entry on the side that said "consideration less than \$100" with what appeared to be Mr. Stranahan's initials. Mr. Stranahan interjected that those were not his initials but he was not going to provide further details here. He mentioned he did have a legal paper from Thomas Wear with him and Ms. Stranahan had Power of Attorney for Mr. Wear. He indicated Mr. Stafford could clarify the matter. He added he felt he had the right to pay the taxes when he previously tried to and was denied by the Treasurer's Office. Mr. Auffredou interjected that he was stating for the record that the abstractor appeared to be correct as to who owned the property. He said he understood that Mr. Stranahan had an issue with that but as far the jurisdiction and authority of this Committee they could accept payment by Mr. Wear or the then current owner on or before August 31, 2015.

Mr. Dickinson asked Mr. Stranahan if he had an issue with the total amount due on the parcel to which Mr. Stranahan replied he was choosing not to get into the details, as Mr. Stafford would be handling the matter for him. He said he had no issue with "these people" doing their job. Mr. Dickinson questioned whether Mr. Stranahan would pay whatever amount Mr. Stafford directed him to pay and Mr. Stranahan replied affirmatively. He indicated he had \$10,000 with him and could pay

the bill in full today; however, he stated, he would prefer that he proceed under the direction of Mr. Stafford. Mr. Stranahan reiterated that in terms of having a right to pay the taxes owed on the parcel, according to Mr. Stafford he did have a right to do so.

Ms. Delurey informed that the abstractor in Mr. Stafford's Office had indicated they were awaiting receipt of the signed documentation from Mr. Wear to get the matter cleared up. She said all the necessary documents had been shipped via overnight delivery to Mr. Wear and the Mr. Stafford's Office planned on contacting Mr. Wear to inquire where the paperwork was. She pointed out this could be the paperwork that Mr. Stranahan had with him. She apprised the Attorney's Office had indicated to her that as soon as the signed paperwork was received they would be recording the deed into the Stranahan's name at the Warren County Clerk's Office.

Motion was made by Mr. Dickinson, seconded by Mr. Beaty and carried unanimously to extend the due date until August 31, 2015 for the aforementioned parcel and to accept payment in the amount of \$9,532.91 from Mr. Wear, or the then current owner, on or before August 31, 2015, reflecting payment in full for the delinquent taxes.

In regards to Village of Lake George Tax Map Parcel No. 251.18-4-62, a gentlemen who identified himself as the spouse of property owner Sheila Edwards, but who did not state his name for the record or sign in for the meeting, apprised that he was the one that paid the bills for the household. He said he understood they were in arrears with their installment agreement in the amount of \$6,247.40; however, he noted, they were prepared to make a pay of \$3,250 today with the remaining balance to be paid by September 7, 2015. He indicated he understood extensions were being granted until August 31st, but advised they would be unable to come up with the necessary funds by then. Ms. Delurey pointed out September 7th was Labor Day, which meant the County would be closed. He stated in that case he would be prepared to make the payment on September 8th.

Ms. Delurey apprised the County was unable to accept partial payments at this time. She said they would have to hold onto the payment until they were able to pay the full balance due on the installment agreement to bring it current. Mr. Monroe stated this was similar to the case where the parcel owner that would be making a payment in full as soon the reverse mortgage on her property closed. He reminded the Committee in that particular circumstance they had granted an extension to August 31st with the understanding that the homeowner would not be able to make the payment until the closing took place which would not be until after the deadline. He continued, they had advised the property owner as long as she stayed in touch with the County and kept them apprised of the process they would work with her to ensure they did not foreclose upon her property. He pointed out in cases such as this he would be notified by the County Attorney of what was occurring and would approve additional extensions which would be ratified by the full Board. Mr. Auffredou remarked since it was only a week past the August 31st deadline and the parcel owner was representing that they would have the balance due by September 8th, he had no issue with granting the extension. Mr. Swan interjected that the amount due would be slightly more on September 8th due to the 1% interest and the gentleman replied he would budget for the increase to ensure he could pay the full amount due.

Motion was made Mr. Dickinson, seconded by Mr. Beaty and carried unanimously to extend the due date until September 8th to pay the total amount due to bring the installment agreement current (plus an additional 1%) on the aforementioned parcel.

Carla Ross, owner of Town of Chester Tax Map Parcel No. 122.-1-36, advised she had gotten behind

on her installment agreement and had been prepared to take a down payment on the amount due today; however, she said, she now understood partial payments could not be accepted. She requested a 30-day extension to come up with the balance due of \$1,194.31 to bring the installment agreement current, as she would be unable to generate the funding necessary by the August 31st deadline.

Mr. McDevitt suggested they grant Ms. Ross the 30-day extension. Mr. Auffredou asked Ms. Ross to clarify that she was requesting an extension until September 10th to which Ms. Ross replied affirmatively. Mr. Auffredou questioned whether Ms. Ross had a plan in place to be able to pay the balance due by September 10th and she replied affirmatively. Ms. Delurey pointed out that an additional 1% interest would be due on the parcel because the payment would be made after August 31st. Ms. Ross indicated she would contact the County Treasurer's Office to inquire about the total amount due.

Motion was made by Mr. Dickinson, seconded by Mr. Beaty and carried unanimously to extend the due date to September 10th to pay the total amount due (plus an additional 1%) to bring the installment agreement current on the aforementioned parcel.

In reference to Town of Thurman Tax Map Parcel No. 196.-1-31, William Cason, property owner, stated he had been unable to keep up on his installment agreement payments due to a lack of work. He explained he had gone off of disability about 9 months ago and had just recently secured employment last week. He apprised he would fall about \$600 short of the total amount due by the deadline of August 31st. He requested an extension until the end of September to come up with the full balance due to bring the installment agreement current, as well as the payment due in September. He noted this would allow him approximately \$400 to live off of for the 2 months.

Mr. Auffredou remarked the end of September was perilously close to his deadline. He said they had established August 31st as the deadline for the payment due on any extensions that were granted; however; he advised, a few exceptions had been made today. He advised he would provide Mr. Cason with his contact information so he could stay in touch with him and keep him apprised of his circumstances. He stated he would work with Ms. Delurey and Mr. Swan to establish when Mr. Cason could pay the total amount due to bring the installment agreement current and pay the amount due in September when Mr. Cason was in a position to do so. He indicated as soon as the payment was received they would remove the parcel from the tax foreclosure proceeding. Ms. Delurey requested that there be a stipulation that Mr. Cason contact the County by August 31st to ensure they were aware of his current status, and Mr. Cason agreed.

Motion was made by Mr. Dickinson, seconded by Mr. McDevitt and carried unanimously to extend the due date to August 31st with the understanding that Mr. Cason would be unable to come up with the funding by the due date but would pay the total amount due (plus an additional 1%), as well as the payment due in September to bring the installment agreement current with the stipulation that Mr. Cason would contact Mr. Auffredou and Ms. Delurey by August 31st to keep them apprised of his circumstances on the aforementioned property.

Mr. Merlino entered the meeting at 10:03 a.m. and Mr. Monroe introduced Mr. Merlino as a member of the Committee.

Ms. Delurey advised she would provide an update on any properties that missed the August 31st deadline at the September 1st Committee meeting.

Mr. Cason asked for clarification of when his payment would be due, as he wanted to be sure the Committee was aware that he would not be able to pay the total amount due by the August 31st deadline. Mr. Auffredou explained that Mr. Cason had until August 31st to make the payment; however, he said, it was recognized that he would be unable to meet the deadline. He continued, Mr. Cason had represented to the Committee that he should have all the funds available to become current by the end of September. He remarked given that the Committee required Mr. Cason to stay in touch with him, as well as the other County representatives, to notify them of his progress and if he would be able to make the payment by the end of September. He indicated he would report to Mr. Monroe if action was required at the next Committee meeting. He commented that he believed Mr. Cason should feel somewhat assured that they were trying to work with him so that he did not lose the property.

Ramon Sheppard, owner of Town of Bolton Tax Map Parcel No. 184.02-2-8, apprised that he entered into an installment agreement last September for the aforementioned parcel. He said he was required to include his former residence that he was still on the deed for in the Town of Queensbury on the installment agreement due to a divorce situation. He questioned what the balance was on the payment agreement since the bank removed him from the deed and paid off the taxes due on the residential property and the amount due would have been lowered. Ms. Delurey apprised that she had provided Mr. Sheppard with that figure over the telephone which was \$35,350.62 to bring the installment agreement current or \$65,201.60 to pay the balance in full. Mr. Sheppard countered that his records indicated that the balance on the property in question had been \$73,690.42 in September of which \$18,422.60 was the balance from the Queensbury property; therefore, he stated, he believed the total balance due should be around \$50,000. Mr. Swan explained that because he was removed from the deed on the Queensbury property and the taxes were paid, their Office had to separate the parcels and then re-calculate the amount of taxes owed on each one. He continued, from there they calculated what portion of the installment agreement payments were credited to the campground and which were credited to the house in the Town of Queensbury. Mr. Sheppard interjected they had made the initial down payment but never made any other payments on the installment agreement. Mr. Swan indicated they had to calculate it out in order to come up with how much of that payment was credited to each property. He added according to their calculations, the amount due to bring the installment agreement current was \$35,350.62 and the total balance due was \$65,201.60. Mr. Sheppard questioned whether the payments he made were factored into those totals and Mr. Swan replied affirmatively. He indicated the amount due was more than what Mr. Sheppard anticipated due to some additional costs associated with interest fees.

Mr. Sheppard reported he could not commit to coming up with the amount due by the August 31st deadline. He said due the campground being a seasonal business, the bulk of their revenue was generated right before the County Foreclosure Auction. He indicated in previous years he had been able to make the payment just prior to the foreclosure auction so that the property was removed from it. He requested that he be granted an extension to August 31st to pay the balance due to bring the installment agreement current with the understanding that he would not be able to make the payment until just prior to the foreclosure auction.

Mr. Monroe questioned whether the figure provided took into consideration that the Town of Queensbury parcel was paid off and Ms. Delurey replied affirmatively. She explained the figures provided were only for the campground parcel, as taxes for the residence in the Town of Queensbury was paid in full.

Mr. Sheppard pointed out his business was similar to restaurants in that they generated the bulk of their revenue from the end of July through Columbus Day weekend. He reminded them in

previous years he had been able to pay the balance due before the foreclosure auction in October. He remarked he had no intention of losing the property and would take the necessary steps to ensure the payment was made accordingly. He stated although he did not want to make it a condition of the agreement, he wanted the Committee to be aware he was listing the property for sale at a price of \$3.5 million.

Mr. Dickinson asked whether Mr. Sheppard was indicating he would pay the amount due by August 31st to which Mr. Auffredou replied in the negative. He explained that Mr. Sheppard indicated that he would make every effort to pay the amount due by the August 31st deadline; however, he said, he would keep the County informed of his status and make every effort to pay the balance to bring the installment agreement current by the end of September. He stated he would keep the Committee apprised of the status of the parcel.

Motion was made by Mr. Dickinson, seconded by Mr. Merlino and carried unanimously to extend the due date to August 31st with the understanding that Mr. Sheppard would be unable to come up with the funding by the due date but would pay the total amount due (plus an additional 1%) to bring the installment agreement current with the stipulation that Mr. Sheppard would contact Mr. Auffredou and Ms. Delurey by August 31st to keep them apprised of his circumstances on the aforementioned property.

Mr. Sheppard queried whether the foreclosure process would proceed up until the payment was received and Mr. Auffredou responded affirmatively. He remarked as long as Mr. Sheppard stayed in touch with him the County would work with him to the best of their ability.

Mary Kerrisk, owner of Town of Warrensburg Tax Map Parcel No. 223.-1-4, apprised she was in the process of purchasing the property. Ms. Delurey explained her office was notified by Robert Ferrill, ESQ. that his office was in the process of drawing up a contract of sale on the parcel for Ms. Kerrisk to purchase the property. She continued, Ms. Kerrisk would like to pay the total amount due on the property for delinquent taxes of \$644.52. She pointed out normally the payment would have to come from the current owner; however, she noted, since they had a copy of the contract they were hoping the Committee would authorize accepting the payment in full from Ms. Kerrisk on the parcel.

Ms. Delurey apprised that the owner of the property, Thomas E. Havens had passed away and only had one living sibling, a brother (Lawrence Havens) who was the fiduciary. She mentioned no action had been filed with the courts in regards the parcel. Mr. Monroe pointed out it appeared there was also a Medicaid lien on the parcel, as well. Ms. Kerrisk interjected that for legal reasons they included that in their contract to take care of any doctors billed that were accrued during that time; however, she said, they were unsure if there were any.

Mr. Dickinson queried whether the parcel would be included in the estate that would be transferred to the brother and Mr. Auffredou replied that it was not set up that way. Ms. Kerrisk apprised they were researching whether the family of Lawrence Haven's other brother, who passed away over a year ago, had any claim to the property. She continued, if this was the case then they would determine whether they wanted to sell their portion to Ms. Kerrisk or to buy her out of the property, as Lawrence Haven's had signed over his portion of the property to her. Mr. Auffredou pointed out this could be why no closing date had been referenced, as it could take some time to sort out these details.

Ms. Kerrisk explained that Lawrence Havens had signed over his portion of the property to her. She continued, if the estate of the other brother had any interest in the property, which they were

unsure of at this time, she would have to purchase that interest from the the estate.

Mr. Dickinson asked whether Ms. Kerrisk was a partial owner of the property to which Mr. Auffredou replied in the negative. He explained that Ms. Kerrisk had an interest in the parcel as a contract, then deed. He surmised Ms. Kerrisk was proceeding at her own risk by agreeing to pay the delinquent taxes due on the parcel. Ms. Delurey replied that according to Mr. Ferrill, Ms. Kerrisk was aware that she was proceeding at her own risk by paying the taxes on the vacant land, as well as the house next door which was not included in the foreclosure process at this time. Mr. Auffredou asked whether the residential property was included the foreclosure process and Mr. Delurey responded in the negative. She explained that the residential property was not included at this time because it was only two years behind on its taxes and the foreclosure process for residential property required them to be three years delinquent before they could be foreclosed upon. She continued, Ms. Kerrisk was requesting permission to pay the outstanding taxes on both properties even though she was not the current owner. She mentioned Ms. Kerrisk was aware that she was taking a chance on paying the taxes with the hope that the sale would go through. Mr. Swan pointed out over \$8,000 was due in back taxes on the residential property. Ms. Kerrisk informed that her lawyer indicated to her that she could pay one year of back taxes on the property to prevent it from being foreclosed upon with the remaining balance to be paid when the sale went through. Mr. Swan recommended she pay off the back taxes due on the vacant lot only, as this would leave her with an entire year to clear up the issue and close on the property before the residential property was foreclosed upon. Ms. Kerrisk commented she believed this matter would be cleared up rather quickly and stated her understanding was that she owned Lawrence Havens portion of the property at this moment. Ms. Delurey pointed out that she did not own the property, as she did not have a document stating that Mr. Havens was conveying his interest in the property to her.

Mr. Dickinson asked whether they could accept payment from Ms. Kerrisk on the property. Ms. Kerrisk stated her understanding was she was the Power of Attorney (POA) for Lawrence Havens; therefore, she said, she could make the payment. Mr. Auffredou queried whether Ms. Kerrisk had any paperwork stating such, to which she responded in the negative. Mr. Auffredou remarked it was clear that she had an interest in acquiring the real property as supported by the contract. He pointed out the Committee had an overriding policy of trying to achieve outcomes for individuals wherein they kept their property and removed it from the foreclosure. He continued, the parcel at stake was vacant with a minimal amount of delinquent taxes due on it to redeem it. He surmised under all the circumstances presented he had no issue with the Committee authorizing the acceptance of funds from Ms. Kerrisk on the parcel under these circumstances.

Motion was made by Mr. Dickinson, seconded by Mr. McDevitt and carried unanimously to accept payment in full for the delinquent taxes due on the aforementioned property in the amount of \$644.52 from Ms. Kerrisk.

In reference to Town of Queensbury Tax Map Parcel Nos. 253.-1-23 and 253.-1-24, Ms. Delurey apprised that she did not see either Christopher or Elizabeth Lanfear, the parcel owners, in attendance today. She mentioned Ms. Lanfear had indicated to her that the property was listed for sale and they had an interested party and were hopeful it would close soon. She continued, if the parcel did not sell before today's meeting they would have the deposit of \$5,302.42 to enter into an installment agreement in September.

Mr. Beaty questioned whether they provided a date in September of when they would have the funds available to enter into an installment agreement and Mr. Delurey replied in the negative. Mr. Dickinson suggested they authorize an extension to August 31st.

Motion was made by Mr. Dickinson, seconded by Mr. Beaty and carried unanimously to accept a

down payment of \$5,302.42 to enter into an installment agreement or payment in full of \$11,963.89 if the parcels were sold by August 31, 2015.

As there was no further business to come before the Real Property Tax Services Committee, on motion made by Mr. Dickinson and seconded by Mr. Beaty, Mr. Monroe adjourned the meeting at 10:39 a.m.

Respectfully submitted,
Samantha Hogan, Secretary to the Clerk of the Board
As transcribed by Sarah McLenithan, Deputy Clerk of the Board